

**COURT-APPROVED NOTICE OF COLLECTIVE ACTION
AND PROPOSED SETTLEMENT**

TO: All hourly-paid employees of Protrans International, LLC, who were paid a profit-share bonus in connection with work performed in any week in which they worked over forty hours between October of 2020 and June 2022.

RE: Alleged unpaid overtime lawsuit against Protrans International, LLC (“Defendant”) and proposed settlement.

(1) **INTRODUCTION:** The purpose of this notice is to inform you of the pending collective action lawsuit against Defendant and the settlement proposed therein. Under the parties’ proposed settlement, you may be eligible to participate and receive alleged back wages for one or more workweeks when you worked for Defendant.

(2) **DESCRIPTION OF THE LAWSUIT:** Plaintiff is a former hourly employee for Defendant. In the case, *Oscar Moreno Briz, et al. v. Protrans International, LLC*, Case No. 7:22-cv-144, Plaintiff filed a Complaint against Defendant alleging that Defendant violated federal law by not including bonuses in hourly employees’ regular rate of pay when calculating their overtime pay, and therefore failing to pay proper overtime. Defendant denies Plaintiff’s allegations, denies that it acted willfully or intentionally with regard to any alleged violations of law, and maintains that it paid proper overtime wages to its hourly employees. In an attempt to resolve their disputes and to avoid the time and expense of litigation, Plaintiff and Defendant have reached an agreed-upon settlement and proposed the settlement for approval by the Court.

(3) **YOUR RIGHT TO PARTICIPATE IN THIS SUIT:** If you fit the definition above, you may join this suit (that is, you may opt-in) provided that you file or cause to be filed the attached Consent to Join Collective Action on or before [REDACTED], 2023.

If the Court approves the settlement proposed by the parties, each individual who signs and returns a Consent to Join Collective Action form may be entitled to a settlement payment. **The Court has not yet made a determination regarding the proposed settlement.** If you opt in and the Court approves the proposed settlement, your allocated share of the settlement would be [REDACTED]. This amount represents a pro rata share of a \$38,500.00 settlement fund and is approximately 52% of the difference between the overtime wages you earned and the overtime wages you would have received based on an hourly rate that included the relevant bonuses you received. This amount is deemed back wages and is subject to normal payroll tax withholding and W-2 reporting. Under the proposed settlement, you will not be required to pay attorneys’ fees. Plaintiff’s attorneys would receive an amount of attorneys’ fees equal to approximately 35% of the total settlement amount.

(4) **EFFECT OF JOINING THIS SUIT:** If you timely return the enclosed Consent form and if the Court approves the proposed settlement, in return for the settlement payment you would release any and all wage and hour claims you have or may have from

IMPORTANT: CONSENT FORM MUST BE RETURNED BY _____, 2023

the facts pled in the Complaint arising on or before June 30, 2022, including but not limited to claims related to overtime, Defendant's benefits plans, claims for attorney's fees, costs, damages, taxes, and those arising under local, state or federal law (including the Fair Labor Standards Act, 29 U.S.C. §201 et seq., and all of the implementing regulations) relating to or arising out of your employment with the Defendant, whether known or unknown, that have been asserted against Defendant and its parents, subsidiaries, affiliates, partners, shareholders, related entities, predecessors, successors, assigns, trustees, estates, heirs, administrators, and all of their past and present members, managers, officers, directors, employees and agents.

(5) EFFECT OF NOT JOINING THIS SUIT: If you choose not to join this suit, you will not be affected by the settlement of this case, and you will not release any claims against Defendant. If you do not join this suit, however, its filing will not stop the running of the statute of limitations (deadlines) applicable to any claims you may have against Defendant. If those deadlines expire before you file your own lawsuit, you may lose your rights.

(6) OBJECTIONS: If you choose to join the suit, as described in paragraph (4), but believe the parties' proposed settlement should not be approved by the Court for any reason, you may opt-in and state your objections to the Court. If you wish to do so, you must opt-in as described in paragraph (3) and then mail or email Plaintiff's counsel identified below in paragraph (7) stating why you object to the Settlement on or before [REDACTED]. Counsel for the parties will promptly exchange with one another and file with the Court copies of all objections to the proposed settlement.

(7) PLAINTIFF'S COUNSEL: If you choose to join this suit, the named Plaintiff through his attorney will represent your interests. Plaintiff's attorney and the attorney for those who opt in are:

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(8) RETALIATION PROHIBITED: The law prohibits anyone from discriminating or retaliating against you for taking or not taking part in this settlement.